



REGION 4 UTAH ACQUISITION SUPPORT CENTER INSTRUCTIONAL COVER SHEET

ISSUING OFFICE:

U.S. DEPARTMENT OF AGRICULTURE
FOREST SERVICE
UTAH ACQUISITION SUPPORT CENTER
2222 WEST 2300 SOUTH
SALT LAKE CITY, UT 84119
FAX (801) 975-3483

SOLICITATION NO: **AG-84N8-S-13-0118**

OFFERS ARE SOLICITED FOR: **Dixie National Forest Buildings Decommission**
This project is set aside 100% for Small Business

IMPORTANT – NOTICE TO OFFEROR:

AT A MINIMUM, OFFEROR SHALL SUBMIT THE FOLLOWING DOCUMENTS BACK WITH THEIR RESPONSE TO THIS SOLICITATION:

1. SF-1442 – SOLICITATION, OFFER AND AWARD FOR CONSTRUCTION (Complete, date, and sign)
2. Section B – Schedule of Items. (Complete Unit Price and Amount)
3. Experience and Equipment Questionnaire (or equivalent)
4. Representations and Certifications (found in Section K)
5. AGAR ADVISORY (found in Appendix #3)

IT IS REQUIRED YOU WRITE THE SOLICITATION NUMBER ON THE OUTSIDE OF YOUR ENVELOPE.

Return to: **USFS - Region 4 - Utah Acquisition Support Center**
ATTN: Tamera Draper
2222 West 2300 South
Salt Lake City, UT 84119
Solicitation No. AG-84N8-S-13-0118

Please keep a copy of your quote for your records.

IT IS REQUIRED THAT ALL CONTRACTORS BE REGISTERED AND VALID IN THE SYSTEM FOR AWARD MANAGEMENT (SAM) DATABASE PRIOR TO AWARD UNDER THIS SOLICITATION. AWARDED CONTRACTOR MUST ALSO BE REGISTERED IN SAM UNDER THE NAICS CODE THAT THIS SOLICITATION IS ISSUED UNDER. IT IS IMPERATIVE THAT ANY CONTRACTOR RECEIVING AN AWARD FROM THIS SOLICITATION, REMAIN "ACTIVE" IN THE SAM DATABASE FOR THE DURATION OF THE AWARD. THE WEBSITE IS WWW.ACQUISITION.GOV.

ALL SOLICITATIONS SHALL BE ISSUED THROUGH THE [REGION 4 ACQUISITION WEBSITE](http://WWW.FS.USDA.GOV/GOTO/UASC/CONTRACTING) (WWW.FS.USDA.GOV/GOTO/UASC/CONTRACTING).

IT IS THE OFFERORS RESPONSIBILITY TO CONTINUALLY MONITOR THIS WEBSITE AND WATCH FOR ANY AND ALL AMENDMENTS TO THE SOLICITATION.

SOLICITATION, OFFER, AND AWARD (Construction, Alteration, or Repair)	1. SOLICITATION NO. AG-84N8-S-13-0118	2. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input type="checkbox"/> NEGOTIATED (RFP)	3. DATE ISSUED July 30, 2013	PAGE OF PAGES 2 of 43

IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.

4. CONTRACT NO.		5. REQUISITION/PURCHASE REQUEST NO. 642790	6. PROJECT NO.
7. ISSUED BY FS-Utah Acquisition Support Center 2222 West 2300 South Salt Lake City, UT 84119	CODE	8. ADDRESS OFFER TO FS-Utah Acquisition Support Center ATTN: Tamera Draper 2222 West 2300 South Salt Lake City, UT 84119	
9. FOR INFORMATION CALL: ➔	A. NAME Tamera Draper	B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS) 801.975.3370	

SOLICITATION

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder."

10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS (Title, identifying no., date):**Dixie National Forest Buildings Decommission**
Section C – Description/Specifications/Statement of Work
Section J – Attachments**FAR 36.204 Disclosure of the magnitude of construction projects.**

This project is estimated to be in the following price range: Below \$25,000

Quotes due August 29, 2013 at 1:00 p.m. Local Time. Offers may be mailed/delivered to the address in Box 8. Faxed quotes will not be accepted for this solicitation. This Solicitation has been set aside 100% for Small Businesses.**NAICs: 238910 Size Standard: \$14.0**

11. The Contractor shall begin performance within 7 calendar days and complete it within 20 days for base after receiving <input type="checkbox"/> award, <input checked="" type="checkbox"/> notice to proceed. This performance period is <input type="checkbox"/> mandatory, <input checked="" type="checkbox"/> negotiable. (See 15.)	
12A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? (If "YES," indicate within how many calendar days after award in Item 12B.) <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	12B. CALENDAR DAYS

13. ADDITIONAL SOLICITATION REQUIREMENTS:

- A. Sealed, original offers are due at the place specified in Item 8 by **1:00 p.m. local time on August 29, 2013**. Sealed envelopes containing offers shall be marked showing the offeror's name, address, solicitation number, and the date and time offers are due.
- B. An offer guarantee ☐ is, ☒ is not required.
- C. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference.
- D. Offers providing less than 15 calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.

OFFER *(Must be fully completed by offeror)***14. NAME AND ADDRESS OF OFFEROR** *(Include ZIP Code)***15. TELEPHONE NO.** *(Include area code)***16. REMITTANCE ADDRESS** *(Include only if different than Item 14)*

CODE FACILITY CODE

17. The offeror agrees to perform the work at the prices specified below in strict accordance with the terms of this solicitation, if this offer is accepted by the Government within _____ calendar days after the date offers are due. *(Insert any number equal to or greater than the minimum requirement stated in Item 13D. Failure to insert any number means the offeror accepts the minimum in Item 13D.)*

AMOUNTS ➔

18. The offeror agrees to furnish any required performance and payment bonds.

19. ACKNOWLEDGMENT OF AMENDMENTS*The offeror acknowledges receipt of amendments to the solicitation -- give number and date of each*

AMENDMENT NO.

DATE

20A. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER
*(Type or print)***20B. SIGNATURE****20C. OFFER DATE****AWARD** *(To be completed by Government)***21. ITEMS ACCEPTED:****22. AMOUNT****23. ACCOUNTING AND APPROPRIATION DATA****24. SUBMIT INVOICES TO ADDRESS SHOWN IN**
(4 copies unless otherwise specified) ➔

ITEM

25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO
☐ 10 U.S.C. 2304(c)() ☐ 41 U.S.C. 253(c)()**26. ADMINISTERED BY**

CODE

84N8

27. PAYMENT WILL BE MADE BY**CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE**

☐ **28. NEGOTIATED AGREEMENT** *(Contractor is required to sign this document and return ____ copies to issuing office.)* Contractor agrees to furnish and deliver all items or perform all work, requisitions identified on this form and any continuation sheets for the consideration slated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications or incorporated by reference in or attached to this

☐ **29. AWARD** *(Contractor is not required to sign this document.)* Your offer on this solicitation is hereby accepted as to the items listed. This award consummates the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.

30A. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN *(Type or print)***31A. NAME OF CONTRACTING OFFICER** *(Type or print)***30B. SIGNATURE****30C. DATE****31B. UNITED STATES OF AMERICA****31C. AWARD DATE**

BY

SECTION B - Supplies or Services and Prices/Costs Schedule of Items
Dixie National Forest Buildings Decommission**B.1 Schedule of Items**

SCHEDULE OF ITEMS Dixie National Forest Building Decommissioning 2013 Dixie National Forest Iron, Kane and Washington Counties, Utah FSM 2400						
Item Number	Description	Method of Measurement	Unit	Quantity	Unit Price	Total
011900	Mobilization	LSQ	LS	1		
Base Bid - Duck Creek Barn						
017320 - 1	Selective demolition, Duck Creek Barn. Includes all work for removal of 576 SQFT building and borrow material to fill foundation.	LSQ	LS	1		
Option 1 - Vermillion Castle Guard Station						
017320 - 2	Selective demolition, Vermillion Castle Guard Station. Includes all work for removal of 540 SQFT building and borrow material to fill foundation.	LSQ	LS	1		
Option 2 - Browse Guard Station						
017320 - 3	Selective demolition, Browse Guard Station. Includes all work for removal of 540 SQFT building and borrow material to fill foundation.	LSQ	LS	1		
Total						

B.2 Project Locations: *Browse Admin Site* may be reached by following I-15 approximately 30 miles south of Cedar City, Utah, exiting I-15 at Exit 30, and turning west on Forest route 037 for approximately 8 miles. *Vermillion Castle Admin Site* may be reached by following highway 143 approximately 5 miles south of Parowan, Utah turning east onto Forest route 045. *Duck Creek Admin Site* may be reached by following highway 14 approximately 29 miles east of Cedar City, Utah turning south onto Forest route 059 at Duck Creek Administration Site.

B.3 Pre-Bid Site Visit: A pre-bid site visit is scheduled for August 15, 2013 at 11:00 a.m. at the Duck Creek Admin Site.

B.4 Start Date and Contract Time: Period of performance will begin approximately 7 (seven) days after receipt of Notice to Proceed. The Base Bid Item (Duck Creek Barn) is scheduled for 20 (twenty) calendar days with an additional 10 (ten) days for each Option Item awarded.

B.5 FAR 36.204 Disclosure of the magnitude of construction projects: This project is estimated to be in the following price range: Less than \$25,000.00.

B.6 Offerors Acknowledgement: To be filled out and signed by offeror and returned with Schedule of Items.

Business Name:	Offerors Name:	Tax ID Number:
Date:	Offerors Title:	DUNs Number:

SECTION C - Description/Specifications/Statement of Work
General Specifications
DIXIE NATIONAL FOREST BUILDING DECOMMISSION

C.1 SCOPE OF CONTRACT

A. Project Description:

This project includes the removal of specified buildings at the Browse, Vermillion Castle and Duck Creek Administrative Sites as indicated in the drawings. Demolition work for each building shall include removal of structure, concrete walkways, foundations and footings, existing utilities and placement of backfill material. All refuse material to be hauled off site and disposed of in a legal manner.

As noted in the drawings, decommissioning activities shall conform to the recommendations of the Lead Base Paint and Asbestos testing reports. Each of the buildings has Lead Based Paint present as indicated in the attached reports.

Attachment #3 – Report Number 1772-E – USFS Browse Guard Station	4 pages
Attachment #4 – Report Number 1772-F – USFS Vermillion Castle Guard Station	5 pages
Attachment #5 – Report Number 1772-A – USFS Duck Creek Barn, Duck Creek UT	5 pages

The contractor will need to provide an employee or representative that is certified by the State of Utah for Lead Based Paint material handling. No asbestos materials were found in the testing of the materials in the buildings.

It is the intent of the Forest Service to award for the Base Bid Item and if funding allows, Option Bid Item #1 and/or Option Bid Item #2.

B. Bid Items:

1. Base Bid Item:

Duck Creek Admin Site: Remove and dispose of 576 gross square foot building. Remove all concrete stem walls to minimum 18” below grade. Fill foundation with borrow material as indicated on the drawing.

2. Option Bid Item #1:

Vermillion Castle Admin Site: Remove and dispose of 540 gross square foot building. Remove all concrete stem walls to minimum 18” below grade. Fill foundation with borrow material as indicated on the drawing.

3. Option Bid Item #2:

Browse Admin Site: Remove and dispose of 540 gross square foot building. Remove all concrete stem walls to minimum 18” below grade. Fill foundation with borrow material as indicated on the drawing.

C. Facilities to Remain:

1. All facilities not identified to be decommissioned shall remain intact. Contractor shall be responsible for any damage to remaining facilities.
2. Locate services may be required to identify all utilities within the work area. Locate services shall be coordinated by contractor.

C.2 PROJECT LOCATIONBrowse Admin Site:

This project is located on the Pine Valley Ranger District of the Dixie National Forest. The project may be reached by following I-15 approximately 30 miles south of Cedar City, Utah, exiting I-15 at Exit 30, and turning west on Forest route 037 for approximately 8 miles.

Vermillion Castle Admin Site:

This project is located on the Cedar City Ranger District of the Dixie National Forest. The project may be reached by following highway 143 approximately 5 miles south of Parowan, Utah turning east onto Forest route 045.

Duck Creek Admin Site

This project is located on the Cedar City Ranger District of the Dixie National Forest. The project may be reached by following highway 14 approximately 29 miles east of Cedar City, Utah turning south onto Forest route 059 at Duck Creek Administration Site.

C.3 SITE INFORMATION AND LIMITATIONS

The following site conditions are considered incidental to the contract and the contractor will not be paid directly for any of the following items:

- (a) Administration sites may not be closed during construction. The Contractor will be responsible for signing and limiting access during construction to ensure complete safety.

C.4 TRAFFIC CONTROL AND CONSTRUCTION SIGNING

No work that endangers interferes, conflicts with traffic, or access to work sites shall be performed until a plan for satisfactory warning and handling of traffic has been submitted by the contractor and approved by the COR. Construction signing for traffic control shall conform to the Manual of Uniform Traffic Control Devices (MUTCD). All traffic control signs will be placed in areas adequate for a truck pulling a fifth wheel trailer to be turned around. Contractor shall not be paid directly for this item, rather it will be considered incidental to other items of work listed in the Schedule of Items.

C.5 WORK CAMPS, AND STORING AREAS

Areas for staging operations and storage of materials shall be located in the field. The Contractor must request in writing for approval from the CO to stage trailers (work or housing) on site.

C.6 INSPECTION OF WORKSITE

The contractor acknowledges they have taken the necessary steps to ascertain the nature and location of work, and have investigated and satisfied themselves as to the general and local conditions that can affect the work or its cost. Any failure of the contractor to take the actions described and acknowledged in this paragraph will not relieve the Contractor from the responsibility of estimating properly the difficulty and cost of successfully performing the work, or for proceeding to successfully perform the work without additional expenses to the government.

C.7 START DATE

The start date is anticipated to be September 9, 2014. The date for Notice to Proceed will be negotiated between the contractor and the CO.

C.8 CONTRACT TIME

Base Bid: 20 Calendar Days

Each Option awarded an additional 10 days.

C.9 SPECIFICATIONS AND DRAWINGS

Below is a listing of the Special Project Specifications or CSI Specifications.

Spec #	Title	# of Pages
011250	Measurement & Payment	3
011900	Mobilization	1
017320	Selective Demolition	5
024100	Waste Material Disposal	1
321204	Pit Run Base and Surface Course	2
	Total	12

Included in Attachment #2 are the following drawings:

One set for each Administrative site.

Sheet #1 – Cover Sheet

Sheet #2 – Vicinity Map-Browse Guard Station

Sheet #3 – Vicinity Map-Vermillion Castle Guard Station & Duck Creek Barn

Sheet #4 – Browse Guard Station Demolition Plan

Sheet #5 – Vermillion Castle Guard Station Demolition Plan

Sheet #6 – Duck Creek Barn Demolition Plan

C.10 BIOBASED PRODUCTS

The Contractor must comply with Section 9002 of the Farm Security and Rural Investment Act of 2002 (FSRIA), Executive Order (EO) 13423, “*Strengthening Federal Environmental, Energy, and Transportation Management*,” and the Federal Acquisition Regulation to provide biobased products.

The Contractor shall utilize products and material made from biobased materials (e.g., biobased greases, biobased hydraulic fluids, biobased absorbents) to the maximum extent possible without jeopardizing the intended end use or detracting from the overall quality delivered to the end user. All supplies and materials shall be of a type and quality that conform to applicable Federal specifications and standards. All supplies and materials to be used in the performance of work described herein are subject to the approval of the Contracting Officer Representative (COR).

The following is an example list of products that may be used in this contract for **Decommissioning of Buildings** for which biobased products are available. The list is not all inclusive. It is desirable that vendors be able to supply the greatest number of biobased products listed meeting the health and environmental specifications.

Diesel Fuel Additives

Hydraulic Fluids

For more information regarding the Department of Agriculture Biobased Affirmative Procurement Program go to <http://www.usda.gov/procurement/biobased/APP.pdf>.

Biobased products that are designated for preferred procurement under USDA’s Bio Preferred program must meet the required minimum biobased content as stated in the USDA Final Rule available at www.biopreferred.gov. The Contractor should provide data for their biobased products such as biobased content. In addition to the biobased products designated by the U.S. Department of Agriculture in the Bio Preferred Program, the Contractor is encouraged to use other biobased products.

The Contractor shall submit with the initial proposal a complete list of biobased products, indicating the name of the manufacturer, cost of each material, and the intended use of each of the materials that are to be used in carrying out the requirements of the contract. Additionally, the winning Contractor on each anniversary date of the contract shall compile a complete list of biobased products, including the information above, purchased to carry out the contract requirements. The Contractor shall list volume to be used and total cost for each individual product. This information will be used for reporting purposes.

The Contractor shall comply with the provision at FAR 52.223-1, Biobased Product Certification.

The Contractor shall comply with the clause at FAR 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.

Within thirty (30) days of contract award, the Contractor shall submit an Operations and Maintenance Plan. This submittal shall be approved by the COR in writing. The Contractor shall not commence work until this submittal is approved by the COR in writing.

The Plan must be reviewed and updated annually, and as required by the COR. The Plan must contain and define the following elements:

The Contractor's written policy stating its commitment to the use of biobased products, employee health and safety, and sound environmental management practices.

Detail on how the Contractor intends to keep abreast of the development and increasing availability of biobased products and how any new or improved products will be incorporated on an ongoing basis into contract performance.

Proposed biobased custodial products which must be selected in accordance with the criteria included above. At a minimum, the Plan must identify products by brand name for each of the product types.

NOTE: A Contractor may propose more than one product within a product category and/or propose a product or products addressing more than one product category.

The product guides which define standard operating procedures for instructing staff in the proper use, storage, and disposal of biobased products; proper maintenance of equipment; and other procedures/instructions to accomplish work under this contract. The Contractor shall provide data on the quantity and dollar values of biobased products used in this contract. The data will be submitted to the COR quarterly.

A demonstration of proper use, an effective training program, and technical assistance are essential to the success of the purchase and use of some biobased products that may function differently than a conventional product. Therefore we will look for a Contractor who will 1) demonstrate products, and 2) when selected, offer any necessary training to all of the construction staff and 3) be available with technical assistance to trouble shoot problems.

C.11 POINT(S) OF CONTACT

Steven O'Neil, Facilities Engineer
Phone: (435) 865-3753

C.12 FAR 452.211-72 Statement of Work/Specifications. (FEB 1988)

The Contractor shall furnish the necessary personnel, material, equipment, services and facilities (except as otherwise specified), to perform the Statement of Work/Specifications referenced in Section J.
(End of Clause)

C.13 FAR 452.211-73 Attachments to Statements of Work/Specifications. (FEB 1988)

The attachments to the Statement of Work/Specifications listed in Section J are hereby made part of this solicitation and any resultant contract.
(End of Clause)

SECTION D - Packaging and Marking
(There are no clauses under this section)

SECTION E - Inspection and Acceptance

E.1 52.252-2 Clauses Incorporated by Reference. (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<https://www.acquisition.gov/far/>

www.usda.gov/procurement/policy/agar.html

(End of clause)

E.2 FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

52.246-1 Contractor Inspection Requirements. (APR 1984)

The Contractor is responsible for performing or having performed all inspections and tests necessary to substantiate that the supplies or services furnished under this contract conform to contract requirements, including any applicable technical requirements for specified manufacturers' parts. This clause takes precedence over any Government inspection and testing required in the contract's specifications, except for specialized inspections or tests specified to be performed solely by the Government.

(End of clause)

52.246-12 Inspection of Construction. (APR 1996)

SECTION F - Deliveries or Performance**E.1 FAR 52.252-2 Clauses Incorporated by Reference. (FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<https://www.acquisition.gov/far/>
www.usda.gov/procurement/policy/agar.html

(End of clause)

E.2 FAR 52.211-10 Commencement, Prosecution, and Completion of Work. (APR 1984)

The Contractor shall be required to (a) commence work under this contract **within 7 (seven)** calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than 20 (twenty) calendar days for Base Item (with an additional 10 (ten) days for each Option Item awarded). The time stated for completion shall include final cleanup of the premises.

(End of clause)

E.3 FAR 52.242-14 Suspension of Work. (APR 1984)

(a) The Contracting Officer may order the Contractor, in writing, to suspend, delay, or interrupt all or any part of the work of this contract for the period of time that the Contracting Officer determines appropriate for the convenience of the Government.

(b) If the performance of all or any part of the work is, for an unreasonable period of time, suspended, delayed, or interrupted (1) by an act of the Contracting Officer in the administration of this contract, or (2) by the Contracting Officer's failure to act within the time specified in this contract (or within a reasonable time if not specified), an adjustment shall be made for any increase in the cost of performance of this contract (excluding profit) necessarily caused by the unreasonable suspension, delay, or interruption, and the contract modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor, or for which an equitable adjustment is provided for or excluded under any other term or condition of this contract.

(c) A claim under this clause shall not be allowed -

(1) For any costs incurred more than 20 days before the Contractor shall have notified the Contracting Officer in writing of the act or failure to act involved (but this requirement shall not apply as to a claim resulting from a suspension order); and

(2) Unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under the contract.

(End of clause)

E.4 452.236-75 Maximum Workweek - Construction Schedule. (NOV 1996)

Within 3 (three) calendar days after receipt of a written request from the Contracting Officer, the Contractor must submit the following in writing for approval:

(a) A schedule as required by FAR clause 52.236-15, Schedules for Construction Contracts, and

(b) The hours (including the daily starting and stopping times) and days of the week the Contractor proposes to carry out the work.

The maximum workweek that will be approved is **to be negotiated**.

(End of clause)

SECTION G - Contract Administration Data**G.1 452.215-73 Postaward Conference. (NOV 1996)**

A post award conference with the successful offeror is required. It will be scheduled within **at a date to be determined** after the date of contract award. The conference will be held at a time and place to be determined.

(End of Clause)

G.2 FAR 32.905 (b) (1) Proper Invoices. (Ref. FAR 32.905 Payment Documentation and Process)

Content of invoices.

(1) A proper invoice must include the following items (except for interim payments on cost reimbursement contracts for services):

- (i) Name and address of the contractor.
- (ii) Invoice date and invoice number. (Contractors should date invoices as close as possible to the date of mailing or transmission.)
- (iii) Contract number or other authorization for supplies delivered or services performed (including order number and contract line item number).
- (iv) Description, quantity, unit of measure, unit price, and extended price of supplies delivered or services performed.
- (v) Shipping and payment terms (*e.g.*, shipment number and date of shipment, discount for prompt payment terms). Bill of lading number and weight of shipment will be shown for shipments on Government bills of lading.
- (vi) Name and address of contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment).
- (vii) Name (where practicable), title, phone number, and mailing address of person to notify in the event of a defective invoice.
- (viii) Taxpayer Identification Number (TIN). The contractor must include its TIN on the invoice only if required by agency procedures. (See 4.9 TIN requirements.)
- (ix) Electronic funds transfer (EFT) banking information.
 - (A) The contractor must include EFT banking information on the invoice only if required by agency procedures.
 - (B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the contractor must have submitted correct EFT banking information in accordance with the applicable solicitation provision (*e.g.*, [52.232-38](#), Submission of Electronic Funds Transfer Information with Offer), contract clause (*e.g.*, [52.232-33](#), Payment by Electronic Funds Transfer-Central Contractor Registration, or [52.232-34](#), Payment by Electronic Funds Transfer-Other Than Central Contractor Registration), or applicable agency procedures.
 - (C) EFT banking information is not required if the Government waived the requirement to pay by EFT.
- (x) Any other information or documentation required by the contract (*e.g.*, evidence of shipment).

G.3 Government Points of Contact

Government Points of Contact for this Solicitation and any resulting award shall be:

Steve O'Neil – Project Engineer

Phone: 435.865.3700

Tamera Draper – Contracting Officer

Phone: 801.975.3370

SECTION H - Special Contract Requirements

H.1 KEY PERSONNEL (452.237-74) (FEB 1988) (TAILORED)

(a) The Contractor shall assign to this contract the following key personnel: **Site Superintendent**

(b) The Contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment. The Contractor shall notify the Contracting Officer **within 2 (two) calendar days** after the occurrence of any of these events and provide the information required by paragraph (c) below.

(c) The Contractor shall provide a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutes, and any additional information requested by the Contracting Officer. Proposed substitutes should have comparable qualifications to those of the persons being replaced. The Contracting Officer will notify the Contractor within 2 calendar days after receipt of all required information of the decision on substitutions. The contract will be modified to reflect any approved changes of key personnel.
(End of Clause)

H.2 452.236-73 ARCHAEOLOGICAL OR HISTORIC SITES (FEB. 1988)

If a previously unidentified archaeological or historic site(s) is encountered, the contractor shall discontinue work in the general area of the site(s) and notify the Contracting Officer immediately.

H.3 ORDER OF PRECEDENCE - CONSTRUCTION

(a) Any inconsistency in this solicitation or contract may be resolved by giving precedence in the following order:

- (1) The Schedule (UCF Sections A-H) (excluding the specifications);
- (2) Representations and other instructions (UCF Sections K-M);
- (3) Contract Clauses (UCF Section I);
- (4) Other Documents, Exhibits, and Attachments (UCF Section J); and
- (5) The Specifications, (FP-03)

(b) The following general guidelines apply to (a) (4) above:

- (1) Supplemental specifications generally take precedence over drawings;
- (2) The contract drawings furnished by the Government generally take precedence over shop drawings submitted to the Government by the Contractor according to FAR Clause 52.236-21, Specifications and Drawings for Construction, or other Contractor submissions and submittals;
- (3) Figured dimensions generally take precedence over scaled dimensions;
- (4) Large-scale contract plans and drawings generally take precedence over small-scale contract drawings; and
- (5) Schedules on contract drawings generally take precedence over any conflicting notations on contract drawings.

(c) Promptly upon identifying any inconsistencies, the Contractor shall notify the Contracting Officer of the inconsistencies along with its intended or proposed resolution.

(d) This contract may contain the clause at FAR 52.214.29 (Order of Precedence-Sealed Bidding) or FAR 52.215-8 (Order of Precedence-Uniform Contract Format). If so, this clause H.2 supplements the FAR clause.

H.4 FIRE PRECAUTIONS

This plan outlines the channels of responsibility for fire prevention and suppression activities and sets up an attack procedure in the event of fire within the Project Area. The Project Area is defined as that area which is in and adjacent to the project rights-of-way and work areas and all roads used in connection with the work.

I. RESPONSIBILITIES

A. Contractor

Fire Suppression

1. It is understood and agreed that the Contractor will do all in his power to prevent and suppress fires on or adjacent to the Project Area, as stipulated in the contract.
2. Is responsible for and will direct all fires activities on the project until relieved by a Forest Officer and will insure that prevention and suppression action are in accordance with contract requirements, including this fire plan. He will delegate the next higher in authority on the job to be responsible for the above activities when he is not on the project.
3. In line with this agreement, men will be supplied from the Contractor's crew to fight fires on the project

area up to the total number of men employed by the Contractor as they are needed by the Fire Boss. The Forest Service will make every effort to avoid calling on the Contractor for action on fires outside the Contract project area except in emergencies and will call out all needed available help to control fires in the general area.

4. The Contractor insures that this Fire Plan will be complied with by him and his employees for the duration of the contract.

B. Forest Service District Ranger

1. Is responsible for all fire activities on the Ranger District on which the contract project is located. He or his representative will discuss the fire plan with the Contractor and will discuss with him the equipment and manpower action to be taken when a fire occurs. He will notify the Contractor through the Contracting Officer's Representative (COR) to take correction measures when fire requirements are not complied with.

II. CONTRACTOR'S RESPONSIBILITY WHEN A FIRE OCCURS WITHIN THE CONTRACT PROJECT AREA

- A. He will immediately send the entire contract crew with tools and equipment to the fire and take initial-attack suppression action.
- B. Immediately notify the nearest Forest Service Fire Control Officer or other Forest Service employee of fire location and action taken
- C. Designate a man to act as dispatcher who will handle messages and initiate action upon request until relieved.

III. CONTRACTOR FURNISHED MANPOWER, TOOLS, AND EQUIPMENT REQUIRED ON ALL CONTRACTS (PROJECTS) DURING FIRE SEASON

- A. The Contractor shall furnish to the COR a list of manpower and equipment used on the contract on forms furnished by the Forest Service. Changes in Contractor's personnel shall be reflected in amendment to the list.

Fire Prevention

Smoking. Will be prohibited in the woods during the fire season, May 10 through October 20, except in areas agreed upon by the Contractor and Contracting Officer's Representative. No smoking is permitted while walking or working in the woods.

Refueling Chainsaw/Soil Auger. Refueling will be confined to a six-foot diameter cleared to mineral earth. Chainsaws/soil auger sparks arrester shall be U.S. Forest Service approved, and will be cleaned daily. A size "0" or larger round-pointed shovel with a minimum of a 38-1/2" handle and a fire extinguisher shall be within 10 feet of actual point of chainsaw/soil auger operation.

Burning, Blasting, or Welding. Permit will be required and will contain special stipulations pertinent to the particular job.

Spark Arresters. All internal combustion power equipment used by the Contractor on the project shall be equipped with an approved spark arrester as set forth in the publication of the USDA Forest Service, entitled "Standard 5100-1a for Spark Arresters for Internal Combustion Engines" as amended under date of July 1970, and be listed in the most recent "Spark Arrester Guide" as having been approved as meeting above standard. They shall be cleaned regularly and maintained in satisfactory working condition. The following are exempt from the requirements of the rule:

- (a) Turbo-charged internal combustion engines in which 100 percent of the exhaust gasses pass through a turbo-charged;
- (b) Engines of passenger carrying vehicles and light trucks equipped with a muffler with baffles that are kept in good repair (glass packs are not an approved muffler for wildland work);
- (c) Water pumping equipment used in firefighting.

Spark arresters must comply with all State and Federal fire requirements.

Lunch and Warming Fires. Cooking and warming fires will not normally be permitted and then only by written permit by the COR which contain stipulations regulating use of such fires.

Hand Tools. The Contractor shall furnish one size "0" shovel (38-1/2" handle minimum) or larger, one axe, or pulaski with 26" handle or larger, and one 5 BC or larger rated pressurized fire extinguisher for each truck, each personal vehicle, each tractor, and each grader. For each welder he shall furnish one size "0" shovel and one backpump pump. For each gasoline power tools (power saw, soil auger, etc.), one shovel (38-1/2" handle minimum) and one 8-ounce or larger BC rated chemical-pressurized fire extinguisher.

Contractor shall also furnish any other equipment called for elsewhere in the contract. The shovel and fire extinguisher will be located within 10feet of the operating chainsaw/power auger.

Storage and Parking Areas. Equipment service area, parking area, and gas and oil drum storage areas will be cleared of all flammable material for a radius of at least fifty feet. These areas must be approved in writing by the Contracting Officer's Representative in advance of use. Small stationary engine sites shall be cleared of flammable material for a radius of at least fifteen feet from such engine.

Fire Tool Box. A red fire tool box will be required to be on each work site while work is being performed. This fire tool box will contain sufficient tools to equip all persons engaged in Contractor's operation. Fire tools shall be used only for suppressing wildfires. Tools shall be stored in fireboxes provided by the Contractor and readily available to employees. Each tool box shall be marked, "Tools for Fire Only." The COR will inspect the fire tool box and then seal the box.

SECTION I - Contract Clauses

I.1 Contract Clauses

The following clauses will apply to this solicitation and any resulting award

I.2 52.252-2 Clauses Incorporated by Reference. (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<https://www.acquisition.gov/far/>

www.usda.gov/procurement/policy/agar.html

(End of clause)

52.204-7 Central Contractor Registration. (DEC 2012)

52.222-3 Convict Labor. (JUN 2003)

52.222-7 Withholding of Funds. (FEB 1988)

52.222-8 Payrolls and Basic Records. (JUN 2010)

52.222-9 Apprentices and Trainees. (JUL 2005)

52.222-10 Compliance with Copeland Act Requirements. (FEB 1988)

52.222-11 Subcontracts (Labor Standards). (JUL 2005)

52.222-12 Contract Termination - Debarment. (FEB 1988)

52.222-13 Compliance with Davis-Bacon and Related Act Regulations. (FEB 1988)

52.222-14 Disputes Concerning Labor Standards. (FEB 1988)

52.222-15 Certification of Eligibility. (FEB 1988)

52.222-21 Prohibition of Segregated Facilities. (FEB 1999)

52.222-26 Equal Opportunity. (MAR 2007)

52.222-27 Affirmative Action Compliance Requirements for Construction. (FEB 1999)

52.222-36 Affirmative Action for Workers with Disabilities. (OCT 2010)

52.223-6 Drug-Free Workplace. (MAY 2001)

52.224-1 Privacy Act Notification. (APR 1984)

52.224-2 Privacy Act. (APR 1984)

52.225-13 Restrictions on Certain Foreign Purchases. (JUN 2008)

52.227-4 Patent Indemnity--Construction Contracts. (DEC 2007)

52.232-5 Payments under Fixed-Price Construction Contracts. (SEP 2002)

52.232-18 Availability of Funds. (APR 1984)

52.232-23 Assignment of Claims. (JAN 1986)

52.232-27 Prompt Payment For Construction Contracts. (OCT 2008)

52.232-33 Payment by Electronic Funds Transfer - Central Contractor Registration. (OCT 2003)

52.233-1 Disputes. (JUL 2002)

52.233-3 Protest after Award. (AUG 1996)

52.233-4 Applicable Law for Breach of Contract Claim. (OCT 2004)

52.236-2 Differing Site Conditions. (APR 1984)

52.236-5 Material and Workmanship. (APR 1984)

52.236-7 Permits and Responsibilities. (NOV 1991)

52.236-8 Other Contracts. (APR 1984)

52.236-9 Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements. (APR 1984)

52.236-10 Operations and Storage Areas. (APR 1984)

52.236-11 Use and Possession Prior to Completion. (APR 1984)

52.236-12 Cleaning Up. (APR 1984)

52.236-26 Preconstruction Conference. (FEB 1995)

52.243-5 Changes and Changed Conditions. (APR 1984)

52.244-6 Subcontracts for Commercial Items. (DEC 2010)

52.245-1 Government Property. (APR 2012)

52.249-10 Default (Fixed-Price Construction). (APR 1984)

452.236-73 Archaeological or Historic Sites. (FEB 1988)

I.3 Clauses in Full Text

52.204-9 Personal Identity Verification of Contractor Personnel. (Jan 2011)

(a) The Contractor shall comply with agency personal identity verification procedures identified in the contract that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24 and Federal Information Processing Standards Publication (FIPS PUB) Number 201.

(b) The Contractor shall account for all forms of Government-provided identification issued to the Contractor employees in connection with performance under this contract. The Contractor shall return such identification to the issuing agency at the earliest of any of the following, unless otherwise determined by the Government:

- (1) When no longer needed for contract performance.
- (2) Upon completion of the Contractor employee's employment.
- (3) Upon contract completion or termination.

(c) The Contracting Officer may delay final payment under a contract if the Contractor fails to comply with these requirements.

(d) The Contractor shall insert the substance of this clause, including this paragraph (d), in all subcontracts when the

subcontractor's employees are required to have routine physical access to a Federally-controlled facility and/or routine access to a Federally-controlled information system. It shall be the responsibility of the prime Contractor to return such identification to the issuing agency in accordance with the terms set forth in paragraph (b) of this section, unless otherwise approved in writing by the Contracting Officer.

(End of clause)

52.219-6 Notice of Total Small Business Set-Aside. (NOV 2011)

(a) *Definition.* "Small business concern," as used in this clause, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the size standards in this solicitation.

(b) *Applicability.* This clause applies only to--

(1) Contracts that have been totally set aside or reserved for small business concerns; and

(2) Orders set aside for small business concerns under multiple-award contracts as described in 8.405-5 and 16.505(b)(2)(i)(F).

(c) *General.* (1) Offers are solicited only from small business concerns. Offers received from concerns that are not small business concerns shall be considered nonresponsive and will be rejected.

(2) Any award resulting from this solicitation will be made to a small business concern.

(d) *Agreement.* A small business concern submitting an offer in its own name shall furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States or its outlying areas. If this procurement is processed under simplified acquisition procedures and the total amount of this contract does not exceed \$25,000, a small business concern may furnish the product of any domestic firm. This paragraph does not apply to construction or service contracts.

(End of clause)

52.222-5 Davis-Bacon Act-Secondary Site of the Work. (JUL 2005)

(a)(1) The offeror shall notify the Government if the offeror intends to perform work at any secondary site of the work, as defined in paragraph (a)(1)(ii) of the FAR clause at 52.222-6, Davis-Bacon Act, of this solicitation.

(2) If the offeror is unsure if a planned work site satisfies the criteria for a secondary site of the work, the offeror shall request a determination from the Contracting Officer.

(b)(1) If the wage determination provided by the Government for work at the primary site of the work is not applicable to the secondary site of the work, the offeror shall request a wage determination from the Contracting Officer.

(2) The due date for receipt of offers will not be extended as a result of an offeror's request for a wage determination for a secondary site of the work.

(End of provision)

52.222-6 Davis-Bacon Act. (JUL 2005)

(a) *Definition.*--Site of the work--(1) Means--

(i) The primary site of the work. The physical place or places where the construction called for in the contract will remain when work on it is completed; and

(ii) The secondary site of the work, if any. Any other site where a significant portion of the building or work is constructed, provided that such site is--

(A) Located in the United States; and

(B) Established specifically for the performance of the contract or project;

(2) Except as provided in paragraph (3) of this definition, includes any fabrication plants, mobile factories, batch plants, borrow pits, job headquarters, tool yards, etc., provided--

(i) They are dedicated exclusively, or nearly so, to performance of the contract or project; and

(ii) They are adjacent or virtually adjacent to the "primary site of the work" as defined in paragraph (a)(1)(i), or the "secondary site of the work" as defined in paragraph (a)(1)(ii) of this definition;

(3) Does not include permanent home offices, branch plant establishments, fabrication plants, or tool yards of a Contractor or subcontractor whose locations and continuance in operation are determined wholly without regard to a particular Federal contract or project. In addition, fabrication plants, batch plants, borrow pits, job headquarters, yards, etc., of a commercial or material supplier which are established by a supplier of materials for the project before opening of bids and not on the Project site, are not included in the "site of the work." Such permanent, previously established facilities are not a part of the "site of the work" even if the operations for a period of time may be dedicated exclusively or nearly so, to the performance of a contract.

(b)(1) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, or as may be incorporated for a secondary site of the work, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics. Any wage determination incorporated for a secondary site of the work shall be effective from the first day on which work under the contract was performed at that site and shall be incorporated without any adjustment in contract price or estimated cost. Laborers employed by the construction Contractor or construction subcontractor that are transporting portions of the building or work between the secondary site of the work and the primary site of the work shall be paid in accordance with the wage determination applicable to the primary site of the work.

(2) Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (e) of this clause; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such period.

(3) Such laborers and mechanics shall be paid not less than the appropriate wage rate and fringe benefits in the wage determination for the classification of work actually performed, without regard to skill, except as provided in the clause entitled Apprentices and Trainees. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided that the employer's payroll records accurately set forth the time spent in each classification in which work is performed.

(4) The wage determination (including any additional classifications and wage rates conformed under paragraph (c) of this clause) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the primary site of the work and the secondary site of the work, if any, in a prominent and accessible place where it can be easily seen by the workers.

(c)(1) The Contracting Officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The Contracting Officer shall approve an additional classification and wage rate and fringe benefits therefor only when all the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination.

(ii) The classification is utilized in the area by the construction industry.

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their

representatives, and the Contracting Officer agree on the classification and wage rate (including the amount designated for fringe benefits, where appropriate), a report of the action taken shall be sent by the Contracting Officer to the Administrator of the:

Wage and Hour Division
Employment Standards Administration
U.S. Department of Labor
Washington, DC 20210

The Administrator or an authorized representative will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.

(3) In the event the Contractor, the laborers or mechanics to be employed in the classification, or their representatives, and the Contracting Officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the Contracting Officer shall refer the questions, including the views of all interested parties and the recommendation of the Contracting Officer, to the Administrator of the Wage and Hour Division for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits, where appropriate) determined pursuant to subparagraphs (c)(2) and (c)(3) of this clause shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(d) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(e) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program; provided, That the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(End of clause)

52.223-2 Affirmative Procurement of Biobased Products Under Service and Construction Contracts. (JUL 2012)

(a) In the performance of this contract, the contractor shall make maximum use of biobased products that are United States Department of Agriculture (USDA)-designated items unless-

(1) The product cannot be acquired-

- (i) Competitively within a time frame providing for compliance with the contract performance schedule;
- (ii) Meeting contract performance requirements; or
- (iii) At a reasonable price.

(2) The product is to be used in an application covered by a USDA categorical exemption (see 7 CFR 3201.3(e)).

For example, all USDA-designated items are exempt from the preferred procurement requirement for the following:

- (i) Spacecraft system and launch support equipment.
- (ii) Military equipment, *i.e.*, a product or system designed or procured for combat or combat-related missions.

(b) Information about this requirement and these products is available at <http://www.biopreferred.gov>.

(c) In the performance of this contract, the Contractor shall-

(1) Report to the environmental point of contact identified in paragraph (d) of this clause, with a copy to the Contracting Officer, on the product types and dollar value of any USDA-designated biobased products purchased by the Contractor during the previous Government fiscal year, between October 1 and September 30;

(2) Submit this report no later than-

- (i) October 31 of each year during contract performance; and

(ii) At the end of contract performance; and

(3) Contact the environmental point of contact to obtain the preferred submittal format, if that format is not specified in this contract.

(d)

The environmental point of contact for this contract is:
Cele Aguirre-Bravo
Agency (FS) POC/BioPreferred Program
1621 North Kent Street
Arlington, VA 22209
Tele: 703.605.5144
Fax: 703.605.5100

Technical Issues/BioPreferred Website Reporting Tool POC:
Ron Buckhalt
USDA Program Manager/Biopreferred Program
361 Reporters Bldg.
300 7th St. SW
Washington, DC 20024
Tele: 202-205-4008

(End of clause)

52.236-3 Site Investigation and Conditions Affecting the Work. (APR 1984)

(a) The Contractor acknowledges that it has taken steps reasonably necessary to ascertain the nature and location of the work, and that it has investigated and satisfied itself as to the general and local conditions which can affect the work or its cost, including but not limited to (1) conditions bearing upon transportation, disposal, handling, and storage of materials; (2) the availability of labor, water, electric power, and roads; (3) uncertainties of weather, river stages, tides, or similar physical conditions at the site; (4) the conformation and conditions of the ground; and (5) the character of equipment and facilities needed preliminary to and during work performance. The Contractor also acknowledges that it has satisfied itself as to the character, quality, and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work done by the Government, as well as from the drawings and specifications made a part of this contract. Any failure of the Contractor to take the actions described and acknowledged in this paragraph will not relieve the Contractor from responsibility for estimating properly the difficulty and cost of successfully performing the work, or for proceeding to successfully perform the work without additional expense to the Government.

(b) The Government assumes no responsibility for any conclusions or interpretations made by the Contractor based on the information made available by the Government. Nor does the Government assume responsibility for any understanding reached or representation made concerning conditions which can affect the work by any of its officers or agents before the execution of this contract, unless that understanding or representation is expressly stated in this contract.

(End of clause)

52.236-6 Superintendence by the Contractor. (APR 1984)

At all times during performance of this contract and until the work is completed and accepted, the Contractor shall directly superintend the work or assign and have on the worksite a competent superintendent who is satisfactory to the Contracting Officer and has authority to act for the Contractor.

(End of clause)

52.236-15 Schedules for Construction Contracts. (APR 1984)

(a) The Contractor shall, within five days after the work commences on the contract or another period of time determined by the Contracting Officer, prepare and submit to the Contracting Officer for approval three copies of a practicable schedule showing the order in which the Contractor proposes to perform the work, and the dates on which the Contractor contemplates starting and completing the several salient features of the work (including acquiring materials, plant, and equipment). The schedule shall be in the form of a progress chart of suitable scale to indicate appropriately the percentage of work scheduled for completion by any given date during the period. If the Contractor fails to submit a schedule within the time prescribed, the Contracting Officer may withhold approval of progress payments until the Contractor submits the required schedule.

(b) The Contractor shall enter the actual progress on the chart as directed by the Contracting Officer, and upon doing so shall immediately deliver three copies of the annotated schedule to the Contracting Officer. If, in the opinion of the Contracting Officer, the Contractor falls behind the approved schedule, the Contractor shall take steps necessary to improve its progress, including those that may be required by the Contracting Officer, without additional cost to the Government. In this circumstance, the Contracting Officer may require the Contractor to increase the number of shifts, overtime operations, days of work, and/or the amount of construction plant, and to submit for approval any supplementary schedule or schedules in chart form as the Contracting Officer deems necessary to demonstrate how the approved rate of progress will be regained.

(c) Failure of the Contractor to comply with the requirements of the Contracting Officer under this clause shall be grounds for a determination by the Contracting Officer that the Contractor is not prosecuting the work with sufficient diligence to ensure completion within the time specified in the contract. Upon making this determination, the Contracting Officer may terminate the Contractor's right to proceed with the work, or any separable part of it, in accordance with the default terms of this contract.
(End of clause)

SECTION J - List of Documents, Exhibits, and Other Attachments

J.1 Appendixes and Attachments

Appendix #1	Wage Determinations	
	UT130036 03/15/2013 UT36 - Washington County, Utah	3 Pages
	UT130038 03/15/2013 UT38 – Kane County, Utah	3 Pages
	UT130040 03/15/2013 UT40 – Iron County, Utah	3 Pages
Appendix #2	Experience and Equipment Questionnaire	1 Page
Appendix #3	AGAR 104A – Representation by Corporations Regarding an Unpaid Delinquent Tax Liability or a Felony Conviction	1 Page
Appendix #4	SF-1314 – Subcontractor Statement and Acknowledgement	1Page
Attachment #1	Forest Service Supplemental Specifications	12 Pages
Attachment #2	Project Drawings	
	Sheet #1 – Cover Sheet	1 Page
	Sheet #2 – Vicinity Map-Browse Guard Station	1 Page
	Sheet #3 – Vicinity Map-Vermillion Castle Guard Station & Duck Creek Barn	1 Page
	Sheet #4 – Browse Guard Station Demolition Plan	1 Page
	Sheet #5 – Vermillion Castle Guard Station Demolition Plan	1 Page
	Sheet #6 – Duck Creek Barn Demolition Plan	1 Page
Attachment #3	Report Number 1772-E – USFS Browse Guard Station	4 Pages
Attachment #4	Report Number 1772-F – USFS Vermillion Castle Guard Station	5 Pages
Attachment #5	Report Number 1772-A – USFS Duck Creek Barn, Duck Creek, Utah	5 Pages

SECTION K - Representations, Certifications, and Other Statements of Offerors**K.1 52.204-8 Annual Representations and Certifications. (JUN 2013)**
(to be filled out by Contractor and Returned with Quote)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is **238910**.

(2) The small business size standard is **\$14.0**.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b)(1) If the provision at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the provision at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. ***The offeror shall indicate which option applies by checking one of the following boxes:***

☐ (i) Paragraph (d) applies.

☐ (ii) Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c)(1) The following representations or certifications in ORCA are applicable to this solicitation as indicated:

(i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless--

(A) The acquisition is to be made under the simplified acquisition procedures in Part 13;

(B) The solicitation is a request for technical proposals under two-step sealed bidding procedures;
or

(C) The solicitation is for utility services for which rates are set by law or regulation.

(ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.

(iii) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the provision at 52.204-7, Central Contractor Registration.

(iv) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that--

(A) Are not set aside for small business concerns;

(B) Exceed the simplified acquisition threshold; and

(C) Are for contracts that will be performed in the United States or its outlying areas.

(v) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations-Representation. This provision applies to solicitations using funds appropriated in fiscal years 2008, 2009, 2010, or 2012.

(vi) 52.209-5, Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.

(vii) 52.214-14, Place of Performance--Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.

(viii) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of

performance is specified by the Government.

(ix) 52.219-1, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.

(A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.

(B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.

(x) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.

(xi) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.

(xii) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.

(xiii) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.

(xiv) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA-designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.

(xv) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA-designated items.

(xvi) 52.225-2, Buy American Act Certificate. This provision applies to solicitations containing the clause at 52.225-1.

(xvii) 52.225-4, Buy American Act--Free Trade Agreements--Israeli Trade Act Certificate. (Basic, Alternates I, II, and III) This provision applies to solicitations containing the clause at 52.225-3.

(A) If the acquisition value is less than \$25,000, the basic provision applies.

(B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.

(C) If the acquisition value is \$50,000 or more but is less than \$77,494, the provision with its Alternate II applies.

(D) If the acquisition value is \$77,494 or more but is less than \$100,000, the provision with its Alternate III applies.

(xviii) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.

(xix) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan--Certification. This provision applies to all solicitations.

(xx) 52.225-25, Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-Representation and Certifications. This provision applies to all solicitations.

(xxi) 52.226-2, Historically Black College or University and Minority Institution Representation. This

provision applies to-

(A) Solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions; and

(B) For DoD, NASA, and Coast Guard acquisitions, solicitations that contain the clause at 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns.

(2) The following certifications are applicable as indicated by the Contracting Officer:

☐ (i) 52.219-22, Small Disadvantaged Business Status.

☐ (A) Basic.

☐ (B) Alternate I.

☐ (ii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.

☐ (iii) 52.222-48, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment Certification.

☐ (iv) 52.222-52 Exemption from Application of the Service Contract Act to Contracts for Certain Services--Certification.

☐ (v) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Alternate I only).

☐ (vi) 52.227-6, Royalty Information.

☐ (A) Basic.

☐ (B) Alternate I.

☐ (vii) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

(d) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website accessed through <https://www.acquisition.gov>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below (offeror to insert changes, identifying change by clause number, title, date). These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause #[]

Title[]

Date[]

Change[]

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

(End of Provision)

K.2 52.223-1 Biobased Product Certification. (MAY 2012)

As required by the Farm Security and Rural Investment Act of 2002 and the Energy Policy Act of 2005 (7 U.S.C. 8102(c)(3)), the offeror certifies, by signing this offer, that biobased products (within categories of products listed by the United States Department of Agriculture in 7 CFR part 3201, subpart B) to be used or delivered in the performance of the contract, other than biobased products that are not purchased by the offeror as a direct result of this contract, will comply with the applicable specifications or other contractual requirements.

(End of provision)

K.3 452.209 – 71 Assurance Regarding Felony Conviction or Tax Delinquent Status For Corporate Applicants

(a) This award is subject to the provisions contained in section 433 and 434 of the Consolidated Appropriations Act, 2012 (P.L. No. 112-74), Division E, as amended and/or subsequently enacted, regarding corporate felony convictions and corporate federal tax delinquencies. Accordingly, by accepting this award the contractor acknowledges that it –

(1) does not have a tax delinquency, meaning that it is not subject to any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, and

(2) has not been convicted (or had an officer or agent acting on its behalf convicted) of a felony criminal violation under any Federal or State law within 24 months preceding the award, unless a suspending and debarring official of the United States Department of Agriculture has considered suspension or debarment of the awardee, or such officer or agent, based on these convictions and/or tax delinquencies and determined that suspension or debarment is not necessary to protect the interests of the Government.

(b) If the awardee fails to comply with these provisions, the Forest Service may terminate this contract for default and may recover any funds the awardee has received in violation of sections 433 or 434, as amended and/or subsequently enacted.

(End of Clause)

K.4 452.219-70 Size Standard and NAICS Code Information. (SEP 2001)

The North American Industrial Classification System Code(s) and business size standard(s) describing the products and/or services to be acquired under this solicitation are listed below:

Contract line item(s): All Line Items

- **NAICS Code: 238910**

- **Size Standard: \$14.0**

(End of provision)

SECTION L - Instructions, Conditions, and Notices to Offerors or Respondents**L.1 QUOTE SUBMITTAL INSTRUCTIONS**

Proposers shall submit one (one) original set and one (1) copy of their technical response. Responses shall include the following minimum documents:

One (1) Original Set containing the following:

Signed Standard Form (SF) 1442

Section B – Schedule of Items

Section K – Completed Section K.1

Section M – As identified in M.1

Appendix #2 – Experience and Equipment (or equivalent)

Appendix #3 – AGAR Advisory 104a (completed)

Appendix #4 – SF 1413 – Subcontractor form (if applicable)

One (1) Technical Response only as identified in Section M.1.

L.2 INSTRUCTIONS FOR THE PREPARATION OF PROPOSAL

A. Technical Proposal Instructions. The proposal shall be evaluated in accordance with the evaluation criteria listed in Section M. To assist in the evaluation of proposals, an offeror shall submit the following information:

B. Technical Capability Narrative

- Description of technical capability offered and experience performing similar projects
- Technical approach summarizing contractor's strategy to accomplish the work
- Equipment to be used on this type of project and the contractor's equipment availability to dedicate to projects
- List of Key personnel and description of their technical abilities, training, experience, education
- List of Subcontractors, if applicable, and the type of work they will be performing
- Specify Biobased products and percentage of biobased content for each that will be used on this contract

Bio-Based Purchasing

In the technical proposal, the offerors shall identify the biobased products to be purchased and used under this contract (*reference Section C.10 for a list of Government identified products*). For each biobased product, the offeror shall specify the percentage of biobased content, and for the USDA-designated biobased content products, the offeror shall demonstrate that the products to be used under this contract will contain the percentage specified in the USDA recommendations or the highest level of biobased material practicable, consistent with USDA's recommended percentages of biobased content. The offeror shall document prior experience in specifying, purchasing, using, and installing biobased products.

This aspect of the evaluation is to determine how well the Offeror plans to utilize Biobased Products. The evaluation will include a review of the list of products submitted, Certification, and Operation Plan.

If the offeror intends to subcontract major portions of the work, it shall submit worksheets from its principal subcontractors.

C. Past Performance List and Narratives

To assist in the evaluation, submit a Past Performance List of recent or current projects similar to this project and shall provide a brief narrative describing—

- (1) the similarities between that project and this effort;
- (2) the offeror's role in the project;
- (3) information on problems encountered during performance, if applicable; and
- (4) the offeror's corrective solutions to those problems.

D. Cost or Pricing Instructions. Pricing must be submitted separate from the Technical Proposal. Offerors shall fill out the Schedule of Items in Section B.

L.3 52.252-1 Solicitation Provisions Incorporated by Reference. (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be

accessed electronically at this/these address(es):
<https://www.acquisition.gov/far/> or www.usda.gov/procurement/policy/agar.html
(End of provision)

L.4 52.215-1 Instructions to Offerors - Competitive Acquisition. (JAN 2004)

L.5 52.216-1 Type of Contract. (APR 1984)

The Government contemplates award of a Firm-Price contract resulting from this solicitation.
(End of provision)

L.6 52.215-5 Facsimile Proposals. (OCT 1997)

Facsimile Proposals **WILL NOT** be accepted for this project.

L.7 52.222-23 Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity for Construction. (FEB 1999)

(a) The offeror's attention is called to the Equal Opportunity clause and the Affirmative Action Compliance Requirements for Construction clause of this solicitation.

(b) The goals for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Goals for Minority Participation for Each Trade: 5.1%

Goals for Female Participation for Each Trade: 6.9%

These goals are applicable to all the Contractor's construction work performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, the Contractor shall apply the goals established for the geographical area where the work is actually performed. Goals are published periodically in the *Federal Register* in notice form, and these notices may be obtained from any Office of Federal Contract Compliance Programs office.

(c) The Contractor's compliance with Executive Order 11246, as amended, and the regulations in 41 CFR 60-4 shall be based on (1) its implementation of the Equal Opportunity clause, (2) specific affirmative action obligations required by the clause entitled "Affirmative Action Compliance Requirements for Construction," and (3) its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade. The Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor, or from project to project, for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, Executive Order 11246, as amended, and the regulations in 41 CFR 60-4. Compliance with the goals will be measured against the total work hours performed.

(d) The Contractor shall provide written notification to the Deputy Assistant Secretary for Federal Contract Compliance, U.S. Department of Labor, within 10 working days following award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the -

- (1) Name, address, and telephone number of the subcontractor;
- (2) Employer's identification number of the subcontractor;
- (3) Estimated dollar amount of the subcontract;
- (4) Estimated starting and completion dates of the subcontract; and
- (5) Geographical area in which the subcontract is to be performed.

(e) As used in this Notice, and in any contract resulting from this solicitation, the "covered area" is in the state of Utah, **Counties of Iron, Kane and Washington.** (End of provision)

L.8 52.225-10 Notice of Buy American Act Requirement - Construction Materials. (FEB 2009)

(a) Definitions. "Commercially available off-the-shelf (COTS) item," "construction material," "domestic construction material," and "foreign construction material," as used in this provision, are defined in the clause of this solicitation entitled "Buy American Act--Construction Materials" (Federal Acquisition Regulation (FAR) clause 52.225-9).

(b) *Requests for determinations of inapplicability.* An offeror requesting a determination regarding the inapplicability of the Buy American Act should submit the request to the Contracting Officer in time to allow a determination before submission of offers. The offeror shall include the information and applicable supporting data required by paragraphs (c) and (d) of the clause at FAR 52.225-9 in the request. If an offeror has not requested a determination regarding the inapplicability of the Buy American Act before submitting its offer, or has not received a response to a previous request, the offeror shall include the information and supporting data in the offer.

(c) *Evaluation of offers.* (1) The Government will evaluate an offer requesting exception to the requirements of the Buy American Act, based on claimed unreasonable cost of domestic construction material, by adding to the offered price the appropriate percentage of the cost of such foreign construction material, as specified in paragraph (b)(3)(i) of the clause at FAR 52.225-9.

(2) If evaluation results in a tie between an offeror that requested the substitution of foreign construction material based on unreasonable cost and an offeror that did not request an exception, the Contracting Officer will award to the offeror that did not request an exception based on unreasonable cost.

(d) *Alternate offers.* (1) When an offer includes foreign construction material not listed by the Government in this solicitation in paragraph (b)(2) of the clause at FAR 52.225-9, the offeror also may submit an alternate offer based on use of equivalent domestic construction material.

(2) If an alternate offer is submitted, the offeror shall submit a separate Standard Form 1442 for the alternate offer, and a separate price comparison table prepared in accordance with paragraphs (c) and (d) of the clause at FAR 52.225-9 for the offer that is based on the use of any foreign construction material for which the Government has not yet determined an exception applies.

(3) If the Government determines that a particular exception requested in accordance with paragraph (c) of the clause at FAR 52.225-9 does not apply, the Government will evaluate only those offers based on use of the equivalent domestic construction material, and the offeror shall be required to furnish such domestic construction material. An offer based on use of the foreign construction material for which an exception was requested -

- (i) Will be rejected as nonresponsive if this acquisition is conducted by sealed bidding; or
- (ii) May be accepted if revised during negotiations.

(End of provision)

L.9 452.204-70 Inquiries. (FEB 1988)

Inquiries and all correspondence concerning this solicitation should be submitted in writing to the Contracting Officer. Offerors should contact only the Contracting Officer issuing the solicitation about any aspect of this requirement prior to contract award.

(End of provision)

L.10 452.237-71 Pre-Bid/Pre-Proposal Conference. (FEB 1988)

(a) The Government is planning a pre-bid/pre-proposal conference, during which potential offerors may obtain a better understanding of the work required.

(b) Offerors are encouraged to submit all questions in writing at least five (5) days prior to the conference. Questions will be considered at any time prior to or during the conference; however, offerors will be asked to confirm verbal questions in writing. Subsequent to the conference, an amendment to the solicitation containing an abstract of the questions and answers, and a list of attendees, will be disseminated.

(c) In order to facilitate conference preparations, it is requested that the person named on the Standard Form 33 of this solicitation be contacted and advised of the number of persons who will attend.

(d) The Government assumes no responsibility for any expense incurred by an offeror prior to contract award.

(e) Offerors are cautioned that, notwithstanding any remarks or clarifications given at the conference, all terms and conditions of the solicitation remain unchanged unless they are changed by amendment to the solicitation. If the answers to conference questions, or any solicitation amendment, create ambiguities, it is the responsibility of the offeror to seek clarification prior to submitting an offer.

(f) The conference will be held:

Date: August 15, 2013

Time: 11:00 a.m.

Location: Duck Creek Admin Site

(End of Clause)

SECTION M - Evaluation Factors for Award

M.1 Evaluation Information

A contract will be awarded to the **lowest-priced technically acceptable** offeror. Proposals will be evaluated for acceptability but will not be ranked using the non-cost/price factors. In order to be eligible for award, offerors must receive a rating of “acceptable” in every non-price factor/subfactor. In the interest of economy and efficiency, the Government will start by evaluating the technical proposal of the lowest-priced offeror and will award to that offeror if the technical proposal is rated “technically acceptable”. If the lowest offeror receives a rating of “unacceptable” in any of the non-cost factors, the Government will then move on to evaluating the technical proposal of the next lowest offeror and so on until a proposal is rated “technically acceptable”. Therefore, the technical proposals of the non-low price offerors may or may not be evaluated; however, if the contracting officer determines the lowest-priced offeror’s past performance is not acceptable, and if the offeror is rated as ‘acceptable’ in all other factors, the matter will be referred to the SBA for a Certificate of Competency determination, in accordance with the procedures contained in Subpart 19.6 and 15 U.S.C. 637(b)(7)).

The following factors and subfactors will be used to determine technical acceptability:

Factor #1: Technical Capability and Approach

In order to receive a rating of “acceptable” for this subfactor, proposal must, at a minimum, demonstrate adequate technical capability and provide a satisfactory technical approach to accomplish the work.

Factor #2: Past Performance

Subfactor #1: Recency and relevancy of present/past performance in relation to this effort.

In order to receive a rating of “acceptable” for this subfactor, offeror must, at a minimum provide past experience on similar type projects. The past experience should indicate successes of the contractor in completing similar type work projects.

The Government considers “recent” present/past performance to be within the past 3 years.

The Government considers “relevant” present/past performance to be present/past performance effort involved similar scope and magnitude of effort and complexities this solicitation requires.

Subfactor #2: How well the offeror performed on relevant contracts

In order to meet the minimum requirements for a rating of “acceptable” for this subfactor, the contractor must submit references from past projects as listed above. Also, references and past performance information must indicate that the offeror performed at an acceptable level.

The Government may also use past performance information obtained from other than the sources identified by the offeror. Information obtained from the Past Performance Information Retrieval System (PPIRS) database located at <http://www.ppirs.gov> is one of the sources that will be utilized. PPIRS functions as the central warehouse for performance assessment reports received from several Federal performance information collection systems and is sponsored by the DOD E-Business Office and administered by the Naval Sea Logistics Center Detachment Portsmouth.

NOTE: In accordance with FAR 15.305 (a)(2)(iv)), in the case of an offeror without a record of relevant past performance or for whom information on past performance is not available or so sparse that no meaningful past performance rating can be reasonably assigned, the offeror shall be determined to have unknown past performance. In the context of acceptability/unacceptability, “unknown” will be considered “acceptable.”

PRICE: Award will be made to the lowest priced offeror that is evaluated as “acceptable” for all non-price factors.

Appendix #1 – Wage Determinations for Iron, Kane and Washington Counties in Utah

General Decision Number: UT130040 03/15/2013 UT40

Superseded General Decision Number: UT20120040

State: Utah

Construction Type: Heavy

County: Iron County in Utah.

Including Natural Gas Pipeline Construction

Modification Number Publication Date

0 01/04/2013

1 02/15/2013

2 03/15/2013

* ENGI0003-046 07/01/2012

Excluding Natural Gas Pipeline Construction

	Rates	Fringes
OPERATOR: Power Equipment		
(3)Backhoe/Excavator.....	\$ 25.37	15.05

ENGI0003-054 02/01/2013

Natural Gas Pipeline Construction Only

	Rates	Fringes
OPERATOR: Power Equipment		
Backhoe/Excavator/Trackhoe, Blade/Grader, Boom,		
Bulldozer, Crane, Mechanic, Trencher.....	\$ 35.68	16.97
Oiler.....	\$ 22.03	11.28

LABO0295-018 11/01/2007

Natural Gas Pipeline Construction Only

	Rates	Fringes
LABORER		
Chain Saw and Power Drill...	\$ 18.86	4.94
Common or General, Nail gun, Pipelayer, Pot Tender..	\$ 17.61	4.94
Formworker.....	\$ 18.61	4.94
Powderman.....	\$ 19.36	4.94
Sandblaster.....	\$ 18.36	4.94

SUUT2008-025 08/19/2008

	Rates	Fringes
CARPENTER, Includes Form Work (Excludes Natural Gas		
Pipeline Construction Form Work).....	\$ 14.75	3.03
CEMENT MASON/CONCRETE FINISHER...	\$ 14.00	0.56
LABORER: Mason Tender - Cement/Concrete.....	\$ 9.00	0.36
LABORER: Common or General (Excluding Natural Gas		
Pipeline Construction).....	\$ 9.00	0.00
LABORER: Pipelayer (Excluding Natural Gas Pipeline		
Construction).....	\$ 9.00	0.00
OPERATOR: Grader/Blade, Excludes Natural Gas Pipeline		
Construction).....	\$ 13.61	0.00
OPERATOR: Loader (Front End)....	\$ 11.38	0.00
OPERATOR: Roller (Dirt and Grade Compaction).....	\$ 10.89	0.00
OPERATOR: Trackhoe (Excluding Natural Gas		
Pipeline Construction).....	\$ 13.63	0.00
TRUCK DRIVER (Excluding Natural Gas Pipeline Construction)...	\$ 12.00	0.00

* TEAM0222-020 02/01/2013

NATURAL GAS PIPELINE CONSTRUCTION ONLY

	Rates	Fringes
TRUCK DRIVER		
Group 1:		
Articulated End Dump, Low Boy, Rollagon or Similar type Equipment, Truck Mechanic.....	\$ 34.05	11.18
Group 2:		
A-Frame, Challenger(For transportation purposes), Forklift, Fuel Truck, Gin Pole, Rubber-Tired Tractor, Tandem Float (4 & 5 Axle), Track Truck/All-Track Dumper Equipment, Vacuum Truck, Winch Truck.....	\$ 33.53	11.18
Group 3:		
Ambulance , Bus, Dump Truck (2 and 3 axle), Flatbed Truck (2 and 3 axle), Grease Truck, Hot Pass Truck (3 axle), Jeep, Pick-up, Single Axle Float (3 axle), Skid Truck (2 and 3 axle), Station Wagon, Stringer Bead & Hot Pass (2 axle), Swamp Buggy/ Marsh Buggy, or similar type equipment, Team Driver, Water Truck (2 and 3 axle).	\$ 33.18	11.18

Premium Pay:

Add \$2.25 to the above Rate for the following classifications

Group 1: Low Boy and Truck Mechanic

Group 2: Stringer Truck

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

=====

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is union or non-union.

Union Identifiers

An identifier enclosed in dotted lines beginning with characters other than "SU" denotes that the union classification and rate have found to be prevailing for that classification. Example: PLUM0198-005 07/01/2011. The first four letters , PLUM, indicate the international union and the four-digit number, 0198, that follows indicates the local union number or district council number where applicable , i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2011, following these characters is the effective date of the most current negotiated rate/collective bargaining agreement which would be July 1, 2011 in the above example.

Union prevailing wage rates will be updated to reflect any changes in the collective bargaining agreements governing the rates.

0000/9999: weighted union wage rates will be published annually each January.

Non-Union Identifiers

Classifications listed under an "SU" identifier were derived from survey data by computing average rates and are not union rates; however, the data used in computing these rates may include both union and non-union data. Example: SULA2004-007

5/13/2010. SU indicates the rates are not union majority rates, LA indicates the State of Louisiana; 2004 is the year of the survey; and 007 is an internal number used in producing the wage determination. A 1993 or later date, 5/13/2010, indicates the classifications and rates under that identifier were issued as a General Wage Determination on that date.

Survey wage rates will remain in effect and will not change until a new survey is conducted.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

General Decision Number: UT130038 03/15/2013 UT38

Superseded General Decision Number: UT20120038

State: Utah

Construction Type: Heavy

Counties: Beaver, Emery, Grand, Kane, Piute and Wayne Counties in Utah.

Including Natural Gas Pipeline Construction

Modification Number	Publication Date
0	01/04/2013
1	02/15/2013
2	03/15/2013

* ENGI0003-046 07/01/2012

Excluding Natural Gas Pipeline Construction

	Rates	Fringes
OPERATOR: Power Equipment		
(3)Backhoe/Excavator.....	\$ 25.37	15.05

ENGI0003-054 02/01/2013

Natural Gas Pipeline Construction Only

	Rates	Fringes
OPERATOR: Power Equipment		
Backhoe/Excavator/Trackhoe, Blade/Grader, Boom,		
Bulldozer, Crane, Mechanic, Trencher.....	\$ 35.68	16.97
Oiler.....	\$ 22.03	11.28

LABO0295-018 11/01/2007

Natural Gas Pipeline Construction Only

	Rates	Fringes
LABORER		
Chain Saw and Power Drill...	\$ 18.86	4.94
Common or General, Nail gun, Pipelayer,		
Pot Tender..	\$ 17.61	4.94
Formworker.....	\$ 18.61	4.94
Powderman.....	\$ 19.36	4.94
Sandblaster.....	\$ 18.36	4.94

SUUT2008-033 08/19/2008

	Rates	Fringes
CARPENTER, Includes Form Work (Excludes Natural Gas		
Pipeline Construction Form Work).....	\$ 14.75	3.03
CEMENT MASON/CONCRETE FINISHER...	\$ 14.00	0.56
LABORER: Mason Tender - Cement/Concrete.....	\$ 9.00	0.36
LABORER: Common or General		
(Excluding Natural Gas Pipeline Construction).....	\$ 10.92	0.00
LABORER: Pipelayer (Excluding Natural Gas Pipeline		
Construction).....	\$ 9.00	0.00
OPERATOR: Grader/Blade, Excludes Natural Gas		
Pipeline Construction.....	\$ 13.61	0.00
OPERATOR: Loader (Front End)....	\$ 11.38	0.00
OPERATOR: Roller (Dirt and Grade Compaction).....	\$ 10.89	0.00
OPERATOR: Trackhoe (Excluding Natural Gas		
Pipeline Construction).....	\$ 13.63	0.00
TRUCK DRIVER (Excluding Natural Gas Pipeline		
Construction).....	\$ 12.00	0.00

* TEAM0222-003 02/01/2013

NATURAL GAS PIPELINE CONSTRUCTION ONLY

ZONE 1 - Kane, Piute, and Wayne County (Western Half)

ZONE 2 - Beaver, Emery, Grand, and Wayne County (Eastern Half)

	Rates	Fringes
TRUCK DRIVER		
ZONE 1:		
Group 1.....	\$ 30.02	11.18
Group 2.....	\$ 29.49	11.18
Group 3.....	\$ 29.17	11.18
ZONE 2:		
Group 1.....	\$ 34.05	11.18
Group 2.....	\$ 33.53	11.18
Group 3.....	\$ 33.18	11.18

Group 1: Articulated End Dump, Low Boy, Rollagon or Similar type Equipment, Truck Mechanic.

Group 2: A-Frame, Challenger(For transportation purposes), Forklift, Fuel Truck, Gin Pole, Rubber-Tired Tractor, Tandem Float (4 & 5 Axle), Track Truck/All-Track Dumper Equipment, Vacuum Truck, Winch Truck.

Group 3: Ambulance , Bus, Dump Truck (2 and 3 axle), Flatbed Truck (2 and 3 axle), Grease Truck, Hot Pass Truck (3 axle), Jeep, Pick-up, Single Axle Float (3 axle), Skid Truck (2 and 3 axle), Station Wagon, Stringer Bead & Hot Pass (2 axle), Swamp Buggy/ Marsh Buggy, or similar type equipment, Team Driver, Water Truck (2 and 3 axle).

Premium Pay:

Add \$2.25 to the above Rate for the following classifications

Group 1: Low Boy and Truck Mechanic

Group 2: Stringer Truck

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

=====
Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is union or non-union.

Union Identifiers

An identifier enclosed in dotted lines beginning with characters other than "SU" denotes that the union classification and rate have found to be prevailing for that classification. Example: PLUM0198-005 07/01/2011. The first four letters , PLUM, indicate the international union and the four-digit number, 0198, that follows indicates the local union number or district council number where applicable , i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2011, following these characters is the effective date of the most current negotiated rate/collective bargaining agreement which would be July 1, 2011 in the above example.

Union prevailing wage rates will be updated to reflect any changes in the collective bargaining agreements governing the rates.

0000/9999: weighted union wage rates will be published annually each January.

Non-Union Identifiers

Classifications listed under an "SU" identifier were derived from survey data by computing average rates and are not union rates; however, the data used in computing these rates may include both union and non-union data. Example: SULA2004-007 5/13/2010. SU indicates the rates are not union majority rates, LA indicates the State of Louisiana; 2004 is the year of the survey; and 007 is an internal number used in producing the wage determination. A 1993 or later date, 5/13/2010, indicates the classifications and rates under that identifier were issued as a General Wage Determination on that date.

Survey wage rates will remain in effect and will not change until a new survey is conducted.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour

Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

General Decision Number: UT130036 03/15/2013 UT36
Superseded General Decision Number: UT20120036
State: Utah
Construction Type: Heavy
County: Washington County in Utah.
Including Natural Gas Pipeline Construction

Modification Number	Publication Date
0	01/04/2013
1	02/15/2013
2	03/15/2013

* ENGI0003-021 07/01/2012

	Rates	Fringes
OPERATOR: Power Equipment		
(2a) Blade/Grader.....	\$ 25.89	15.05
(3) Front End Loader (Over 5 cu. yds.).....	\$ 25.37	15.05
(4) Asphalt Paver, Front End Loader (2 to 5 cu. yds.), Oil Distributor, Scraper.....	\$ 24.37	15.05
(5) Asphalt Roller, Bobcat/Skid loader, Front End Loader (Under 2 cu. yds.).....	\$ 23.37	15.05
(6) Screed.....	\$ 22.41	15.05
(7) Roller(Dirt and Grade Compaction).....	\$ 21.50	15.05

ENGI0003-055 02/01/2013
Natural Gas Pipeline Construction Only

	Rates	Fringes
OPERATOR: Power Equipment		
Backhoe/Excavator/Trackhoe, Blade/Grader, Boom, Bulldozer.....	\$ 35.68	16.97

* ENGI0003-065 07/01/2012
Excluding Natural Gas Pipeline Construction

	Rates	Fringes
OPERATOR: Power Equipment		
(2a) Blade Grader.....	\$ 25.89	15.05
(3) Backhoe/Excavator.....	\$ 25.37	15.05
(4) Bulldozer.....	\$ 24.37	15.05

IRON0027-002 06/30/2012

	Rates	Fringes
IRONWORKER (Ornamental, Structural).....	\$ 26.18	15.60

IRON0847-001 01/01/2010

	Rates	Fringes
IRONWORKER, REINFORCING.....	\$ 26.61	11.60

LABO0295-016 07/01/2008

	Rates	Fringes
LABORER		
(1) Flagger.....	\$ 19.69	5.40
(3) Mason Tender (Cement/Concrete), Chain Saw, Hand Held Saw, Jackhammer, Vibrator.....	\$ 19.95	5.40
(5) Hand Held Drill.....	\$ 20.75	5.40

LABO0295-017 07/01/2008
Natural Gas Pipeline Construction Only

	Rates	Fringes
LABORER		
(3)Chain Saw and Nail Gun...	\$ 19.95	5.40
(5)Power Drill.....	\$ 20.75	5.40

SUUT2008-043 08/19/2008

	Rates	Fringes
CARPENTER, Includes Form Work....	\$ 12.52	0.27
CEMENT MASON/CONCRETE FINISHER...	\$ 16.42	2.85
ELECTRICIAN.....	\$ 23.74	7.64
LABORER: Common or General.....	\$ 9.00	0.00
LABORER: Landscape.....	\$ 7.25	0.00
LABORER: Pipelayer.....	\$ 14.00	0.00
OPERATOR: Crane.....	\$ 28.97	9.40
OPERATOR: Trackhoe (Excluding Natural Gas Pipeline Construction).....	\$ 19.98	0.00

TEAM0222-016 07/01/2012

	Rates	Fringes
TRUCK DRIVER (Articulated).....	\$ 21.18	10.93
TRUCK DRIVER (Concrete Pumping).....	\$ 18.84	10.93
TRUCK DRIVER (Dump Truck,Bottom-end or side)		
Less than 8 cu. yds.....	\$ 18.61	10.93
8 cu. yds. to less than 14 cu. yds.....	\$ 18.76	10.93
14 cu. yds. to less than 35 cu. yds.....	\$ 18.91	10.93
35 cu. yds. to less than 55 cu. yds.....	\$ 19.11	10.93
55 cu. yds. to less than 75 cu. yds.....	\$ 19.31	10.93
75 cu. yds. to less than 95 cu. yds.....	\$ 19.51	10.93
95 cu. yds. to less than 105 cu. yds.....	\$ 19.71	10.93
105 cu. yds. to less than 130 cu. yds.....	\$ 19.83	10.93
TRUCK DRIVER (Flat Rack, Bulk Cement, Semi-Trailers, Mud/Banding and Paint)		
Less than 10 tons.....	\$ 18.51	10.93
10 tons to less than 15 tons.....	\$ 18.66	10.93
15 tons to less than 20 tons.....	\$ 18.76	10.93
20 tons and over.....	\$ 18.91	10.93
Pickup Truck.....	\$ 18.44	10.93
TRUCK DRIVER (Lowboy).....	\$ 21.68	10.93
TRUCK DRIVER (Oil Spreader).....	\$ 19.31	10.93
TRUCK DRIVER (Tiremen and Greaser).....	\$ 19.01	10.93
TRUCK DRIVER (Transit Mix)		
0 cu. yds. to 8 cu. yds.....	\$ 18.84	10.93
Over 8 cu. yds. to 14 cu. yds.....	\$ 18.94	10.93
TRUCK DRIVER (Water, Fuel & Oil Tank)		
less than 1,200 gal.....	\$ 18.49	10.93
1,200 gal. to less than 2,500 gal.....	\$ 18.61	10.93
2,500 gal. to less than 4,000 gal.....	\$ 18.76	10.93
4,000 gal. to less than 6,000 gal.....	\$ 19.06	10.93
6,000 gal. to less than 10,000 gal.....	\$ 19.31	10.93
10,000 gal. to less than 15,000 gal.....	\$ 19.56	10.93
15,000 gal. to less than 20,000 gal.....	\$ 19.81	10.93
20,000 gal. to less than 25,000 gal.....	\$ 20.16	10.93
25,000 gal. and over.....	\$ 20.31	10.93

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is union or non-union.

Union Identifiers

An identifier enclosed in dotted lines beginning with characters other than "SU" denotes that the union classification and rate have found to be prevailing for that classification. Example: PLUM0198-005 07/01/2011. The first four letters , PLUM, indicate the international union and the four-digit number, 0198, that follows indicates the local union number or district council number where applicable , i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2011, following these characters is the effective date of the most current negotiated rate/collective bargaining agreement which would be July 1, 2011 in the above example.

Union prevailing wage rates will be updated to reflect any changes in the collective bargaining agreements governing the rates.

0000/9999: weighted union wage rates will be published annually each January.

Non-Union Identifiers

Classifications listed under an "SU" identifier were derived from survey data by computing average rates and are not union rates; however, the data used in computing these rates may include both union and non-union data. Example: SULA2004-007 5/13/2010. SU indicates the rates are not union majority rates, LA indicates the State of Louisiana; 2004 is the year of the survey; and 007 is an internal number used in producing the wage determination. A 1993 or later date, 5/13/2010, indicates the classifications and rates under that identifier were issued as a General Wage Determination on that date.

Survey wage rates will remain in effect and will not change until a new survey is conducted.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

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END OF GENERAL DECISION

Appendix #2 – Experience & Equipment Questionnaire

EXPERIENCE & EQUIPMENT QUESTIONNAIRE				
1. Contractor Name, Address, & Telephone Number				
EXPERIENCE				
3. How many years does <u>your business</u> have in the line of work contemplated by this solicitation?		4. How many years experience in contracting has your business had as a: (a) Prime Contractor _____ (b) Sub-contractor _____ Is this time concurrent? [] YES [] NO		
5a. List Below Construction and Demolition projects your business has completed within the last three (3) years:				
Contract Amount	Type of Project	Date Completed	Name, Address & Telephone Number of Owner/Person to Contact for Information	
5b. List below the Projects that are incomplete:				
Contract No.	Dollar Amount of Award	Name, Address & Phone No. of Agency Involved	Percent Completed	Dated Completed
6a. Have you ever Failed to Complete any work awarded to you? [] YES [] NO				
6b. Has work ever been completed by performance bond? [] YES [] NO				
6c. If “yes” to either item 6a or 6b specify location(s), reason(s) why and COR: (Attach separate sheet of paper)				
EQUIPMENT				
7. Number of employees available for this project: a. Minimum No. of employees _____ & Maximum No. of employees _____ b. Are Employees regularly on your payroll? [] YES [] NO				
8. Specify Equipment available for this project:				
9. Estimated Rate of Progress (such as 2.0 acres/man/day): Minimum Progress Rate: _____ & Maximum Progress Rate: _____				
10. List Experience of Employees intended to be used on this project:				
Individual Name	Present Position	Years of Exp.	Magnitude & Type of Work	
11. Did the offeror examine the area(s) for which this quote has been submitted? [] YES [] NO				
Certification: I certify that all of the statements made by me are complete and correct to the best of my knowledge. That any persons named as references area authorized to furnish the Forest Service with information needed to verify my capability to perform this project.				
Signature _____			Date _____	

Appendix #3 – AGAR 452.209-70**AGAR Advisory 104 A****AGAR 452.209-70 Representation by Corporations Regarding an Unpaid Delinquent Tax Liability or a Felony Conviction (Deviation 2012-01) (FEB 2012)**

(Contractor is required to fill out this form and return with any quote submitted for this solicitation)

Alternate 1 (Feb 2012). The Contracting Officer shall use this alternate for all **Forest Service** solicitations above the micro-purchase threshold:

(a.) Awards made under this solicitation are subject to the provisions contained in section 433 and 434 in the Consolidated Appropriations Act, 2012 (P.L. No. 112-74), Division E, as amended and/or subsequently enacted, regarding corporate felony convictions and corporate federal tax delinquencies. To comply with these provisions, all offerors must complete paragraph (1) of this representation, and all corporate offerors also must complete paragraphs (2) and (3) of this representation.

(b) The Offeror represents that –

- (1) The Offeror is [], is not [] (*check one*) an entity that has filed articles of incorporation in one of the fifty states, the District of Columbia, or the various territories of the United States including American Samoa, Federated States of Micronesia, Guam, Midway Islands, Northern Mariana Islands, Puerto Rico, Republic of Palau, Republic of the Marshall Islands, U.S. Virgin Islands. (Note that this includes both for-profit and non-profit organizations.)

If the Offeror checked “is” above, the Offeror must complete paragraphs (2) and (3) of the representation. If Offeror checked “is not” above, Offeror may leave the remainder of the representation blank.

- (2) (i) The Offeror has [], has not [] (*check one*) been convicted of a felony criminal violation under Federal or State law in the 24 months preceding the date of offer.
- (ii) Offeror has [], has not [] (*check one*) had any officer or agent of Offeror convicted of a felony criminal violation for actions taken on behalf of Offeror under Federal law in the 24 months preceding the date of offer.
- (3) The Offeror does [], does not [] (*check one*) have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

Name of Company: _____

Name of Company Representative: _____

Signature of Representative: _____

Date: _____

Appendix #4 Subcontractor Form

STATEMENT AND ACKNOWLEDGMENT						OMB No.: 9000-0014 Expires: 01/31/2008	
<small>Public reporting burden for this collection of information is estimated to average 30 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the FAR Secretariat, (VIR), Regulatory and Federal Assistance Division, GSA, Washington, DC 20405; and to the Office of Management and Budget, Paperwork Reduction Project (9000-0014), Washington, DC 20503.</small>							
PART I - STATEMENT OF PRIME CONTRACTOR							
1. PRIME CONTRACT NO.		2. DATE SUBCONTRACT AWARDED		3. SUBCONTRACT NUMBER			
4. PRIME CONTRACTOR				5. SUBCONTRACTOR			
a. NAME				a. NAME			
b. STREET ADDRESS				b. STREET ADDRESS			
c. CITY		d. STATE	e. ZIP CODE	c. CITY		d. STATE	e. ZIP CODE
6. The prime contract <input type="checkbox"/> does, <input type="checkbox"/> does not contain the clause entitled "Contract Work Hours and Safety Standards Act -- Overtime Compensation."							
7. The prime contractor states that under the contract shown in Item 1, a subcontract was awarded on the date shown in Item 2 to the subcontractor identified in item 5 by the following firm:							
a. NAME OF AWARDED FIRM							
b. DESCRIPTION OF WORK BY SUBCONTRACTOR							
8. PROJECT				9. LOCATION			
10a. NAME OF PERSON SIGNING			11. BY (Signature)			12. DATE SIGNED	
10b. TITLE OF PERSON SIGNING							
PART II - ACKNOWLEDGMENT OF SUBCONTRACTOR							
13. The subcontractor acknowledges that the following clauses of the contract shown in Item 1 are included in this subcontract:							
Contract Work Hours and Safety Standards Act - Overtime Compensation - (If included in prime contract see Block 6) Payrolls and Basic Records Withholding of Funds Disputes Concerning Labor Standards Compliance with Davis-Bacon and Related Act Regulations				Davis-Bacon Act Apprentices and Trainees Compliance with Copeland Act Requirements Subcontracts (Labor Standards) Contract Termination - Debarment Certification of Eligibility			
14. NAME(S) OF ANY INTERMEDIATE SUBCONTRACTORS, IF ANY							
A		B		C		D	
15a. NAME OF PERSON SIGNING			16. BY (Signature)			17. DATE SIGNED	
15b. TITLE OF PERSON SIGNING							